

DOCUMENT No. 2- ADOPTED AT MEETING

HELD ON FRIDAY, NOV. 22, 1957

AGREEMENT
EFFECTING
TRANSFER
OF
LAND ASSEMBLY AND REDEVELOPMENT PROJECTS
FROM
BOSTON HOUSING AUTHORITY
TO
BOSTON REDEVELOPMENT AUTHORITY

THIS AGREEMENT made by and among the Boston Housing Authority, herein called the Housing Authority, a public body politic and corporate in the Commonwealth of Massachusetts, the Boston Redevelopment Authority, herein called the Redevelopment Authority, a public body politic and corporate in said Commonwealth, the City of Boston, herein called the City, a municipal corporation in said Commonwealth, and the United States of America, herein called the Government, acting by and through the Housing and Home Finance Administrator, or his authorized representative.

WITNESSETH, THAT

WHEREAS, the Housing Authority wants to transfer to the Redevelopment Authority, and the Redevelopment Authority wants to take over from the Housing Authority, all planned or existing land assembly and redevelopment projects instituted by the Housing Authority; and

WHEREAS, Section 26QQ of Chapter 121 of the General Laws of Massachusetts provides in part that -

"A housing authority in a city or town which has initiated a land assembly and redevelopment project may complete, operate and maintain such project notwithstanding the organization of a redevelopment authority in such city or town. Such redevelopment authority may, however, with the consent of the city council of such city or the selectmen of such town, pursuant to an agreement with the housing authority of such city or town, take over a planned or existing land assembly and redevelopment project instituted by such housing authority,

and assume, exercise, continue, perform and carry out all undertakings, obligations, duties, rights, powers, plans and activities of such housing authority relating to such project, and thereafter such housing authority shall have no powers and duties with respect to such project; provided, that no such action shall be taken if there are outstanding any bonds, notes or certificates of indebtedness of such housing authority issued on account of such project, unless all holders of such bonds, notes and certificates of indebtedness have previously consented in writing to such action"; and

WHEREAS, the Housing Authority has no outstanding bonds, notes or certificates of indebtedness issued on account of any planned or existing land assembly and redevelopment project instituted by the Housing Authority or, without limiting the generality of the foregoing, any project covered by any hereinafter described cooperation agreement with the City or any hereinafter described contract with the Government, other than notes issued to and held by the Government; and

WHEREAS, under date of January 24, 1955, the Housing Authority and the City entered into a cooperation agreement known as "The New York Streets Redevelopment Project Cooperation Agreement between the City of Boston and Boston Housing Authority" under which the Housing Authority agreed to carry out the New York Streets project, and the City agreed to make local grants-in-aid in connection with such project, which is a land assembly and redevelopment project being carried out in accordance with a certain land assembly and redevelopment plan in that area in the City bounded generally by Washington Street, Dover Street, Albany Street and the right of way of the New York, New Haven and Hartford Railroad and more particularly described in said land assembly and redevelopment plan; and

WHEREAS, under said Cooperation Agreement dated January 24, 1955, the City has, among other things, advanced to the Housing Authority the sum of \$1,378,574 as a grant-in-aid; and

WHEREAS, under date of September 12, 1957, the Housing Authority and the City entered into a cooperation agreement known as "West End Redevelopment Project Cooperation Agreement between City of Boston and Boston Housing Authority"

under which the Housing Authority agreed to carry out the West End project, and the City agreed to make local grants-in-aid in connection with such project, which is a land assembly and redevelopment project being carried out in accordance with a certain land assembly and redevelopment plan in that area in the City bounded generally by Cambridge Street, Blossom Street, Allen Street, Charles Street, a broken line running from Charles Street to the Surface Road connecting Nashua Street with the Ieverett Street Traffic Circle, said Surface Road, Lowell Street and Staniford Street and more particularly described in said land assembly and redevelopment plan; and

WHEREAS, under date of February 16, 1954, the Housing Authority and the Government entered into a contract known as "Contract for Advance No. U R Mass. 2-3(A)" under which the Government agreed to advance to the Housing Authority upon the conditions set forth in said contract the sum of \$80,400 for surveys and plans in preparation of a project of the character contemplated by Title I of the Housing Act of 1949 (Public Law 171, 81st Congress, approved July 15, 1949), and constituting a planned or existing land assembly and redevelopment project within the meaning of the above cited Section 26QQ, - said contract having been amended on October 7, 1954 and again on May 9, 1955 so as to increase to \$96,790 the amount authorized to be advanced; and

WHEREAS, there has been advanced to the Housing Authority by the Government under said Contract for Advance No. U R Mass. 2-3(A) the sum of \$96,790; and

WHEREAS, under date of May 27, 1955, the Housing Authority and the Government entered into a contract known as "Loan and Grant Contract No. U R Mass. 2-1 (L G)" under which the Government agreed to make to the Housing Authority upon the conditions set forth in said contract a capital grant not exceeding \$2,757,146 and a temporary loan not exceeding \$3,417,146 for a project of the character contemplated by Title I of the Housing Act of 1949 (Public Law 171, 81st Congress, approved July 15, 1949) and constituting a

planned or existing land assembly and redevelopment project within the meaning of the above-cited Section 26QQ; and

WHEREAS, under said Loan and Grant Contract No. U R Mass 2-1 (L G) the Government has advanced to the Housing Authority a capital grant and a temporary loan; and

WHEREAS, under date of July 24, 1957. the Housing Authority and the Government entered into a contract known as "Contract for Final Planning Advance- Contract No. Mass R-5(A)" under which the Government agreed to advance to the Housing Authority upon the conditions set forth in said contract the sum of \$44,695 for surveys and plans in preparation of a project of the character contemplated by Title I of the Housing Act of 1949 (Public Law 171, 81st Congress, approved July 15, 1949) ^{as amended} and constituting a planned or existing land assembly and redevelopment project within the meaning of the above-cited Section 26QQ; and

WHEREAS, under said Contract No. Mass R-5(A), the Government has advanced a certain sum to the Housing Authority; and

WHEREAS, pursuant to the above-cited Section 26QQ the Housing Authority desires to be released and discharged from its undertakings, obligations and duties under the aforesaid cooperation agreements with the City and the aforesaid contracts with the Government, and the City and the Government are respectively agreeable to such release and discharge provided that the Redevelopment Authority assumes and agrees to perform and carry out such undertakings, obligations and duties;

NOW, THEREFORE, in consideration of the premises and of the grants and agreements hereinafter set forth, it is hereby understood and agreed by and among the parties hereto as follows:

ARTICLE I

TRANSFER OF PROJECTS

A. The Housing Authority, in consideration of the Redevelopment Authority's assuming and agreeing to perform and carry out all undertakings, obligations,

as not heretofore satisfied, whether awarded by the Housing Authority, determined by an agreement for judgment, or assessed by a court of competent jurisdiction, and to intervene in, and defend in substitution for the Housing Authority all actions at law or in equity arising from said taking.

C. This Article is with the consent of the Government as evidenced by its execution of this instrument, and with the consent of the City Council of the City of Boston as evidenced by the endorsement of its President thereon.

ARTICLE II

NOVATION OF COOPERATION AGREEMENTS WITH CITY

A. The Redevelopment Authority hereby assumes and agrees to perform and carry out all undertakings, obligations and duties of the Housing Authority under the aforesaid cooperation agreements with the City, and agrees to be the substituted party to said Cooperation Agreements in place of the Housing Authority, and to be bound by all the terms thereof as if in all respects the Redevelopment Authority were the original party to said cooperation agreements in place of the Housing Authority.

B. The City hereby releases the Housing Authority from all claims, demands, and accounts against the Housing Authority in respect to the aforesaid cooperation agreements with the City and accepts the Redevelopment Authority in place of the Housing Authority as the substituted party to said cooperation agreements, and agrees with the Redevelopment Authority to be bound by the terms of said cooperation agreements in all respects as if the Redevelopment Authority were originally named in said cooperation agreements as a party thereto in place of the Housing Authority.

ARTICLE III

NOVATION OF CONTRACTS WITH GOVERNMENT

A. The Redevelopment Authority hereby assumes and agrees to perform and carry out all undertakings, obligations and duties of the Housing Authority under the aforesaid contracts with the Government, being Contract No. U R Mass 2-3(A)

duties, rights, powers, plans and activities of the Housing Authority relating to the hereindescribed projects, does hereby grant, assign, transfer and convey to the Redevelopment Authority all right, title and interest, privileges and benefits, of the Housing Authority in and to all planned or existing land assembly and redevelopment projects instituted by the Housing Authority and in and to all studies and surveys therefor and in and to the aforesaid cooperation agreements with the City and the aforesaid contracts with the Government, being Contracts No. U R Mass 2-3(A), as amended as aforesaid, No. U R Mass. 2-1 (L G) and No. Mass R-5(A), and also all right, title, interest, privileges and benefits in and to any and all contracts now existing between the Housing Authority and third persons relating to any land assembly and redevelopment project hereinbefore mentioned, and also all right, title and interest, privileges and benefits of the Housing Authority in and to all of the assets, property and equipment purchased for and owned by the Housing Authority under said cooperation agreements with the City and said contracts with the Government, and also all right, title and interest, privileges and benefits of the Housing Authority in and to the assets, property, equipment, studies, surveys, and plans possessed by the Housing Authority in connection with any land assembly and redevelopment project as a result of preliminary contracts which have been completed or as a result of contributions from any source.

B. The Redevelopment Authority hereby accepts the foregoing grant, assignment, transfer and conveyance and takes over and assumes and agrees to exercise, continue, perform and carry out all undertakings, obligations, contracts, duties, rights, powers, plans and activities of the Housing Authority relating to said land assembly and redevelopment projects; and without limiting the generality of the foregoing, the Redevelopment Authority hereby agrees to assume, and assumes, all liabilities incurred by the Housing Authority as a result of a land taking made by the Housing Authority for Project No. U R Mass 2-1, said taking being dated July 27, 1955 and recorded on July 28, 1955, with Suffolk Deeds, Book 7079, Page 503, and the Redevelopment Authority hereby further agrees to satisfy all damages for such taking, insofar

dated February 16, 1954, as amended October 7, 1954 and May 9, 1955, Contract No. U R Mass 2-1 (L G) dated May 27, 1955, and Contract No. Mass R-5(A) dated July 24, 1957 and agrees to be the substituted party to said contracts with the Government in place of the Housing Authority and to be bound by all the terms thereof as if in all respects the Redevelopment Authority were the original party to said contracts in place of the Housing Authority.

B. The Government hereby releases the Housing Authority from all claims, demands and accounts against the Housing Authority in respect to the aforesaid contracts with the Government and accepts the Redevelopment Authority in place of the Housing Authority as the substituted party to said contracts, and agrees with the Redevelopment Authority to be bound by the terms of said contracts in all respects as if the Redevelopment Authority were originally named in said contracts as a party thereto in place of the Housing Authority.

ARTICLE IV

NOVATION OF CONTRACTS WITH THIRD PERSONS

A. The Redevelopment Authority hereby assumes and agrees to perform and carry out all undertakings, obligations and duties of the Housing Authority under the aforesaid contracts now existing between the Housing Authority and third persons, and agrees to be the substituted party thereto in the place of the Housing Authority and to be bound by all the terms thereof as if in all respects the Redevelopment Authority were the original party to said contracts in place of the Housing Authority.

B. The Redevelopment Authority agrees that it will pass, do, make, execute, and deliver every and all such further resolutions, agreements and instruments as may be necessary or desirable for novating, by the substitution of the Redevelopment Authority, the aforesaid contracts now existing between the Housing Authority and third persons.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. The Housing Authority agrees that it will, so far as it may be authorized by law, pass, do, make, execute, acknowledge and deliver, every and all such further resolutions, acts, deeds, assignments, transfers, certificates, statements and assurances as may be necessary or desirable for the better assuring, assigning and confirming any and all assets, lands, rights, monies and other funds hereby granted, assigned, transferred or conveyed or intended so to be, or which the Housing Authority may hereafter become bound to grant, assign, transfer or convey, or as may be reasonable or required to carry out the purposes of this agreement or the rights, duties and liabilities of the Housing Authority, the Redevelopment Authority, the City or the Government under the terms of this agreement

B. Notwithstanding any error or omission in any statement in this agreement or elsewhere pertaining to the aforesaid cooperation agreements with the City or either of them, or to the aforesaid contracts with the Government or any of them, the Redevelopment Authority hereby assumes and agrees to be responsible for all obligations of the Housing Authority under said cooperation agreements and said contracts which have been incurred by the Housing Authority in pursuance of the development of land assembly and redevelopment or urban renewal projects and which are at the present time obligations of the Housing Authority.

C. The Housing Authority hereby represents and agrees that at the time of its execution of this agreement there are not, and at the time this agreement shall take effect there will not be, any bond, note or certificate of indebtedness of the Housing Authority issued and outstanding on account of any projects granted, assigned, transferred and conveyed by this agreement except such as may be held by the Government.

ARTICLE VI

EFFECTIVE DATE

This agreement shall become effective upon, but only upon, its execution by the Government acting by and through the Housing and Home Finance Administrator, or his authorized representative, who, at the time of such execution, shall certify hereon the day and hour thereof.

IN WITNESS WHEREOF the Housing Authority has caused this agreement to be duly executed and attested and its seal to be hereunto affixed, and the Redevelopment Authority has caused this agreement to be duly executed and attested and its seal to be hereunto affixed, and the City of Boston has caused this agreement to be duly executed and attested and its seal to be hereunto affixed, and the Government has caused this agreement to be duly executed.

ATTEST:	(SEAL)	BOSTON HOUSING AUTHORITY
		BY _____
_____	Secretary	_____ Chairman

ATTEST:	(SEAL)	BOSTON REDEVELOPMENT AUTHORITY
		BY _____
_____	Secretary	_____ Chairman

ATTEST:	(SEAL)	CITY OF BOSTON
		BY _____
_____	City Clerk	_____ Mayor

UNITED STATES OF AMERICA

BY HOUSING AND HOME FINANCE ADMINISTRATOR

BY _____

Regional Administrator, Region I.

APPROVED STATE HOUSING BOARD of the Commonwealth of Massachusetts	ATTEST:
BY _____	Director of the State Housing Board
_____ Chairman	

Consent given to Article I
CITY COUNCIL OF CITY OF BOSTON

BY _____

President

This is to certify that this agreement was executed by the United States of America
on December 1957 at o'clock

Regional Administrator, Region I.